



LOCATED AT (COURT ADDRESS)

170 EAST MAIN STREET,
ELKTON, MD. 21921

CASE NO.

CV D032 CV 17 000 604

PARTIES

Plaintiff

JORGE E. VAZQUEZ
209 CREEK DRIVE,
ELKTON, MD. 21921

VS.

Defendant(s):

1.

SYNCHRONY BANK INC.
450 FOREST BLVD.
KEETERING, OHIO 45720

Serve by:

- ☒ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

2.

Midland Credit Management
2365 Northside Drive,
Suite # 200,
San Diego, Ca. 92108

Serve by:

- ☒ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

3.

Serve by:

- ☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

4.

Serve by:

- ☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

COMPLAINT/APPLICATION AND AFFIDAVIT
IN SUPPORT OF JUDGMENT☐ \$5,000 or under ☐ over \$5,000 ☒ over \$10,000Clerk: Please docket this case in an action of ☐ contract ☐ tort
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

Please refer to Attached

(See Continuation Sheet)

The Plaintiff claims \$ 30,000.00, plus interest of \$
Interest at the ☐ legal rate ☐ contractual rate calculated at _____ %
from _____ to _____ (_____ days x \$
per day) and attorney's fees of \$ N/A plus court costs.

- ☐ Return of the property and damages of \$
for its detention in an action of replevin.
☐ Return of the property, or its value, plus damages of
\$ _____ for its detention in action of detinue.
☒ Other: Refer to Attached
and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Printed Name: JORGE VAZQUEZ

Address: 209 CREEK DRIVE

Telephone Number: (410)-252-0142

Fax:

E-mail: VAZQUEZ.JORGE@COMCAST.NET

MILITARY SERVICE AFFIDAVIT

- ☒ Defendant(s) Synchrony Bank Inc, Midland Credit Management, Inc are in the military service.
☒ No Defendant is in the military service. The facts supporting this statement are: COOPERATIONS

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

March 15, 2017

Signature of Affiant

Jorge E. Vazquez

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

- ☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☒ Other written document ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

March 15, 2017

Signature of Affiant

Jorge E. Vazquez

Jorge E. Vazquez
209 Creek Drive,
Elkton, Maryland 21921,

PLAINTIFF

Vs.

Synchrony Bank Inc.,
950 Forret Blvd.,
Kettering, Ohio 45240
General Counsel

Midland Funding LLC,
2365 Northside Drive, Suite 300,
San Diego, California 92108
General Counsel

DEFENDANTS

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DISTRICT COURT

OF

MARYLAND

FOR

CECIL COUNTY

Case #

BREACH OF CONTRACT

Honorable Judge of Said Court

The Plaintiff, Jorge E Vazquez hereby Propounds the following Material Facts :

1. That on/about May 4, 2015, a payment of **\$25.00** was made on Walmart credit card account #2627, approval number 004829, reference number 512400720078 via PNC Bank of Maryland ,that Defendant Synchrony Bank Inc., (Walmart Inc.) Failed to Apply/Credit or Post same in a timely manner.

1. That on/about June 8, 2015 a payment of **\$25.00** was made on Walmart account # **2627**, approval number 008923, reference number 515900267942 via PNC Bank of Maryland that Defendant, Synchrony Bank (Walmart Inc.,) FAILED to apply/ credit/post in a timely manner .
2. That on/about August 8, 2015 a payment of \$51.00 was made on Walmart account **(8065)** with a payment of \$25.00 on Walmart account (**2627**), that said payments were erroneously entered to the incorrect Plaintiff's accounts incurring additional late fees/charges.

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4. That on/about September 20, 2015, Synchrony Bank Inc., referred said Plaintiff's (Jorge E. Vazquez) Walmart account (**2627**) to a collection agency despite the fact that said account was current contrary to the terms and conditions of said credit account contract (s).
5. That Defendant Synchrony Bank Inc. and Assignees have repeatedly failed to post/apply payments made in Good Faith to various Walmart & J.C. Penny accounts contrary to the terms and conditions of any/all account contracts
6. That on/about March 13, 2017 the Plaintiff, Jorge E. Vazquez, received correspondence from Defendant Midland Credit Management ,Inc., with a . Peremptory payment request on said., Walmart Inc. account..

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7. That on/about March 13, 2017 the Plaintiff, Jorge E. Vazquez, received correspondence from Defendant Midland Credit Management ,Inc., with a Peremptory payment request on said J.C. Penny account.
8. That the Defendant (s) Synchrony Bank Inc., and Midland Credit Management Inc., are knowingly/ willingly and maliciously engaged in the filing of Erroneous , Unjustified, Inaccurate and Fallacious credit information to the various credit reporting agencies that were deliberate ,self serving, over reaching and ill advised, inflicting substantial financial and emotional harm to the Plaintiff's heretofore excellent credit scores/ratings & scores.

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9. That the Defendants and Assignees are engaged in "Deceptive and Predatory Business Practices" that have inflicted the substantial accumulation of late payment charges and related fees that lack merit , are unsubstantiated having an adverse & detrimental impact on the Plaintiff's credit worthiness .
- 10 That the Defendants documented punitive sanctions have caused to made/cause to make substantial and irreparable damage to the Plaintiff's ability to pursue lines of credit, loans, credit cards, etc., that continue to deprive/deny the Plaintiffs of the ability to purchase personal Goods and Services

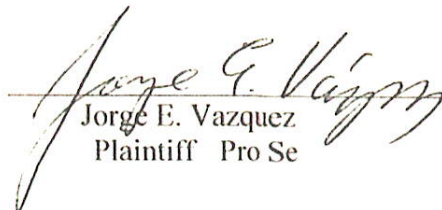
11. That Defendants Synchrony Bank Inc., and Midland Credit Management Inc., have knowingly & willingly violated the Terms and Conditions of said binding contracts with Walmart Inc., and J.C. Penny Inc. therefore denying /depriving the Plaintiff of the full Benefits & Entitlements of said lines of credit, inflicting substantial emotional, financial harm and irreparable injuries..

12. That Plaintiff has repeatedly requested that Defendant Synchrony Bank Inc. initiate appropriate inquiries to address/ resolve the substantive issues to no avail.

WHEREFORE, The Plaintiff Pray The Court To Issue An Order To Wit :

1. Remove & correct any/all adverse ,detrimental and erroneous credit & financial account information filed with the various credit bureaus.
2. \$15,000 (Fifteen Thousand) in Compensatory Damages
3. \$15,000.00 (Fifteen Thousand) In Punitive Damages

Date March 15, 2017


Jorge E. Vazquez
Plaintiff Pro Se